

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND DTH, LLC
FOR DYESS AVENUE OVERSIZE SANITARY SEWER MAIN
COST REIMBURSEMENT**

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, hereinafter referred to as the "City," and DTH, LLC, P.O. Box 330, Rapid City, South Dakota, 57709, hereinafter referred to as the "Developer."

WHEREAS, the Developer desires to construct a sanitary sewer main to provide sewer service for the Developer's Wausau Supply and WL Plastics projects generally located in Section 21 east of Dyess Ave, Rapid City, South Dakota; and

WHEREAS, the Developer's property is located within the City of Rapid City; and

WHEREAS, the City and the Developer agree to construct a 10-inch and 15-inch sanitary sewer main rather than a 10-inch sanitary sewer main, which is the minimum size required to meet the Developer's needs. The 15-inch sanitary sewer main will allow future sanitary sewer service extension within the area in accordance with the City's Utility System Master Plan.

WHEREAS, it is in the City's interest to have the Developer construct the 15-inch sanitary sewer main; and

WHEREAS, the Developer has submitted cost estimates to oversize the requested sanitary sewer main and City staff has reviewed and concurs with the costs, and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, it is agreed by the parties as follows:

1. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.
2. The City shall reimburse the Developer a maximum of \$41,006.15 for the 15-inch sanitary sewer main oversize. This maximum dollar amount is based upon lengths, quantities and costs provided in Exhibit A, attached hereto and incorporated herein by this reference. If actual lengths, quantities, and costs are less than specified in Exhibit A, the amount of reimbursement shall be adjusted accordingly. The Developer shall provide certified costs.
3. Prior to project acceptance by the City, a warranty bond, or other equivalent surety, in an amount equivalent to ten percent (10%) of the total cost of the 15-inch sanitary sewer main project/improvement shall be provided to the City to secure the warranty for a period of two years. The surety shall be in a form acceptable to the City Attorney.

4. The City shall make payment to the Developer within 45 calendar days of the project being completed, tested, as-builts submitted, costs verified, and project acceptance. Acceptance will be documented by issuance of an acceptance letter from the City.

5. In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).

6. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of Pennington County, South Dakota.

7. The parties agree that this writing constitutes the entire agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

DTH, LLC

By

Doyle Estes

Its

MANAGER

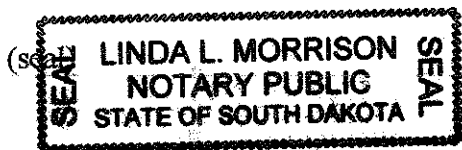
STATE OF SOUTH DAKOTA)

)ss.

COUNTY OF PENNINGTON)

On this 24th day of MARCH, 2015, before me, the undersigned officer, personally appeared DOYLE ESTES, who acknowledged him/herself to be the MANAGER of DTH, LLC, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of DTH, LLC.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Linda L. Morrison

Notary Public, South Dakota

My Commission Expires: 2-28-2019

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(seal)

STATE OF SOUTH DAKOTA)
)ss.
COUNTY OF PENNINGTON)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared Sam Kooiker and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized to do so, executed the foregoing agreement for the purposes therein contained by signing the name of the city of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public, South Dakota

My Commission Expires: _____

APPROVED AS IN
CITY ATTORNEY'S OFFICE


Attorney

3-25-15
Date

Exhibit A

Dyess Ave. Utility Extension Oversize Cost
 DEV 14-1207, DDI Project No. 11-0611.3

3.17.15

10" & 15" Sewer Main (oversize)

10" Sewer Main (base)

Project Items			10" & 15" Sewer Main (oversize)			10" Sewer Main (base)		
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Item Cost	Estimated Quantity	Unit Cost	Item Cost
General								
1	Mobilization	LS	1	\$ 6,033.53	\$ 6,033.53	1	\$ 6,033.53	\$ 6,033.53
2	Incidental	LS	1	\$ 14,871.93	\$ 14,871.93	1	\$ 14,871.93	\$ 14,871.93
4	Material Testing	LS	1	\$ 7,197.90	\$ 7,197.90	1	\$ 7,197.90	\$ 7,197.90
5	Construction Staking	LS	1	\$ 4,939.74	\$ 4,939.74	1	\$ 4,939.74	\$ 4,939.74
6	Traffic Control	LS	1	\$ 8,468.11	\$ 8,468.11	1	\$ 8,468.11	\$ 8,468.11
7	Dewatering	LS	1	\$ 27,017.24	\$ 27,017.24	1	\$ 27,017.24	\$ 27,017.24
Surfacing								
8	Asphalt Patching	SF	3870	\$ 6.79	\$ 26,277.30	3870	\$ 6.79	\$ 26,277.30
9	Remove Existing Pavement	SF	3870	\$ 1.17	\$ 4,527.90	3870	\$ 1.17	\$ 4,527.90
Storm Sewer								
10	24" RCP Pipe	LF	96	\$ 61.18	\$ 5,873.28	96	\$ 61.18	\$ 5,873.28
11	24" Flared End Section	EA	4	\$ 617.08	\$ 2,468.32	4	\$ 617.08	\$ 2,468.32
12	Remove and Dispose of Existing Culvert	LF	96	\$ 23.50	\$ 2,256.00	96	\$ 23.50	\$ 2,256.00
Sanitary Sewer								
13	8" PVC Sewer Main	LF	210	\$ 40.14	\$ 8,429.40	210	\$ 40.14	\$ 8,429.40
14	10" PVC Sewer Main	LF	686	\$ 40.56	\$ 27,824.16	3205	\$ 40.56	\$ 129,994.80
15	15" PVC Sewer Main 6' to 10'	LF	1226	\$ 50.11	\$ 61,434.86	0	\$ 50.11	\$ -
16	15" PVC Sewer Main 10' to 14'	LF	678	\$ 54.41	\$ 36,889.98	0	\$ 54.41	\$ -
17	15" PVC Sewer Main 14' to 18'	LF	615	\$ 72.93	\$ 44,851.95	0	\$ 72.93	\$ -
18	48" Manhole	EA	11	\$ 5,014.59	\$ 55,160.49	11	\$ 5,014.59	\$ 55,160.49
19	Manhole Extra Depth	VF	24	\$ 149.38	\$ 3,585.12	24	\$ 149.38	\$ 3,585.12
20	Tie into Existing Manhole	EA	1	\$ 22,974.00	\$ 22,974.00	1	\$ 22,974.00	\$ 22,974.00
21	24" Steel Sewer Casing	LF	22	\$ 290.25	\$ 6,385.50	22	\$ 290.25	\$ 6,385.50
22	16" Watermain Encasement	LF	49	\$ 117.21	\$ 5,743.29	49	\$ 117.21	\$ 5,743.29
Grading								
23	Top Soil Placement	CY	2296	\$ 3.26	\$ 7,484.96	2296	\$ 3.26	\$ 7,484.96
24	Site Stripping	CY	2296	\$ 2.42	\$ 5,556.32	2296	\$ 2.42	\$ 5,556.32
25	Seeding, Fertilizing & Mulching	AC	4	\$ 1,693.62	\$ 6,774.48	4	\$ 1,693.62	\$ 6,774.48
26	Remove and Reset Fence	LF	2750	\$ 2.47	\$ 6,792.50	2750	\$ 2.47	\$ 6,792.50
Erosion Control								
27	Erosion Control Wattles	LF	410	\$ 3.74	\$ 1,533.40	410	\$ 3.74	\$ 1,533.40
28	Concrete Washout	EA	1	\$ 481.80	\$ 481.80	1	\$ 481.80	\$ 481.80
Subtotal Project Cost					\$ 411,833.46			\$ 370,827.31

Total Project Costs

\$ 411,833.46

\$ 370,827.31

Oversize Cost increase for 15" Main

\$41,006.15